

STATEMENT OF POLICIES AND PRINCIPLES GOVERNING ORGANIZING AND LABOR PEACE

This Statement of Principles Governing Organizing and Labor Peace (this "Statement") is adopted by the Board of Charles County Commissioners on this 28th day of April, 2020 on behalf Charles County, Maryland ("Charles County" or "Employer"),

This Statement shall take effect for each participating employee organization upon acceptance, execution and delivery of this Statement to the Board of County Commissioners by that organization, which steps must occur within thirty (30) days after the date on which this Statement is adopted by the Board of Commissioners. The Board of Commissioners shall issue public notice of all organizations that have timely accepted, executed and submitted this Statement to the Commissioners within forty (40) days after the date on which this Statement is adopted by the Board of Commissioners. Each such signatory participating organization is referred to herein as the "Union".

The purpose of this Statement is the preservation of labor peace in compliance with Maryland state and local law. The respectful, cooperative and constructive Union/Charles County relationship as described in this Statement is recognized as mutually beneficial, and as favorably positioning Charles County for future growth and success as a major subdivision of local government in Maryland.

Charles County and the participating employee organizations agree to the following with respect to efforts by all employee organizations to organize and represent Charles County's non-management and non-supervisory employees within the Executive Branch of County Government. When referred to collectively herein, the County and each participating employee organization shall be mentioned as the "parties."

This Statement shall apply to the parties and to all Bargaining Unit Employees (as defined below).

1. This Statement shall cover a single County-wide Bargaining Unit (with subunits if and as subsequently agreed) defined for purposes of union organizing as (the "Bargaining Unit"):

all full-time and regular part-time employees employed by Employer by, within and/or for the benefit of Charles County; but excluding all employees in positions that are on call only, seasonal, professional, loss control, purchasing, and any and all similar positions; and excluding guards, managerial, casual, temporary, professional, and confidential employees and supervisors, all in the same manner as defined and/or applied under the National Labor Relations Act ("NLRA").

The employees included in the Bargaining Unit are referred to throughout this Statement collectively as "Bargaining Unit Employees" or simply "Employees," and each individually as a "Bargaining Unit Employee" or simply an "Employee."

2. The parties shall accord to all employees of Charles County the same rights that the National Labor Relations Act ("NLRA") guarantees to employees as defined in Section 2(2) of the NLRA ("Section 7 Rights"). The parties agree that such Section 7 Rights include, but are not limited to: the right to form, join or assist any labor organization and to select a labor organization to act as exclusive representative for the purpose of collective bargaining with the Employer; and the right to refrain from such activity and from such selection of a collective bargaining representative. The purpose of this Statement is, in part, to avoid picketing and/or other economic action or disruption of work that is directed at Charles County or any entity related to or in contract with Charles County in the event the Union decides to conduct an organizing campaign among Employees.

3. The Employer and the Union agree that neither of them shall interfere with, nor coerce or threaten any Employee or agent of the other with respect to the exercise by any Employee of Section 7 Rights, or the selection of the Union by any of the Employees as their collective bargaining representative. The Union and its representatives specifically agree not to coerce or threaten any Employee in an effort to obtain authorization cards. Likewise, Charles County shall not permit its agents, managers and supervisors to surveil, inhibit or restrain any exercise of Section 7 Rights by any Employees and/or the Union.

4. Charles County shall stand neutral with regard to the Union's organizing and the attempted representation of Employees by the Union. Charles County's taking an approach of neutrality is understood under this Statement to mean that Charles County through its agents, including its officers, managers and supervisors: will not comment negatively or positively on any organizing activity by the Union; will not express opposition to, or support for, any organizing activity by the Union; will not coerce or threaten any Employee with respect to the selection by Employees of a collective bargaining agent; and will not express opposition to or support for selection of the Union as a collective bargaining agent of the Employees. No Employee shall be fired, disciplined, threatened, intimidated, transferred or otherwise penalized by Charles County or the Union for supporting or not supporting the Union or its organizing efforts.

Likewise, the Union shall not engage in any organizing activity or campaign, or any other action or effort, that includes negative comments about, or actions against, Charles County or its related or affiliated entities, including any Charles County Commissioner, and that includes comments that otherwise disparage Charles County or any Charles County Commissioner. The parties shall refer all complaints to the Neutral Third Party appointed under Section 11 of this Statement. The Neutral Third Party shall without delay, fully, fairly and finally determine each such matter.

5. Charles County agrees that any interest demonstrated by an applicant or Employee in joining, or being represented by, the Union shall not constitute grounds for discriminatory or disparate treatment and it shall not adversely impact Charles County's consideration of the applicant or Employee for employment within the Bargaining Unit.

6. If the Union seeks to organize the Bargaining Unit Employees it shall provide written notice of such endeavor ("Organizing Notice") to Charles County by directing same to

Director of Human Resources, 200 Baltimore Street, LaPlata, MD 20646, who shall be referred to as the "County Representative." The same person shall be the County Representative in all County dealings with each employee organization signatory to this Statement. In consideration of acceptance of this Statement and the labor peace that it provides, following Charles County's receipt of the Union's Organizing Notice, Charles County will provide the Union with an Employee list showing names, position classifications, departments and work email addresses.

7. The Employer shall permit the Union to schedule access to the following facilities up to two (2) days per month at each location over a four (4) month period to begin upon delivery of an Organizing Notice under Section 6 in order to conduct informational sessions for County employees. Each session shall be conducted in designated meeting space in the following County Office Buildings:

County Administration Building: Lobby or Old Lunch Room

Public Works – Audie Lane Facility: Lobby Conference Room

Utilities – Mattawoman Water Treatment: Front Conference Room, Main Building

Solid Waste: Lunch Room

The Union must notify the County Representative at least 7 days in advance of the date on which such meeting is requested, and shall be scheduled at a mutually agreed time and date. Union representatives will not be permitted to solicit employees on County premises outside of the designated meeting spaces, nor will they be permitted to disrupt the normal work-flow and function of the premises. Union representatives are permitted to solicit employee in public spaces outside of County Buildings but on County property (such as parking lots and sidewalks); however they are not permitted to harass, threaten or disrupt the normal work-flow and function of the premises.

In the event that a secret ballot election is triggered under Section 8 (c) & (d) below, the Employer will provide a Union the opportunity to schedule access to a central location (e.g. Port Tobacco Services Center gymnasium; or Commissioners Meeting Auditorium) to conduct up to two (2) group meetings. The Union must notify the County Representative at least 7 days in advance of the date on which such meeting is requested, and shall be scheduled at a mutually agreed time and date.

8. (a) If and when the Union desires to seek Recognition to Represent County Employees it shall present Charles County with a written demand for recognition delivered to the County Representative. The County Representative shall thereupon notify each other signatory participating organization that such demand has been made, within five (5) days after the demand is received by the County Representative. A Union may not be recognized by the County unless that representative is selected by the appropriate bargaining unit and certified by the Neutral Third Party.

(b) Any written demand for recognition shall be accompanied by a showing of interest (in the form of signed authorization cards) supported by at least 50% +1 of the Bargaining Unit Employees indicating their desire to be exclusively represented by the petitioner for the purpose of collective bargaining.

(c) If the County wishes to challenge the demand for recognition, within 14 days after submission of the demand to the County Representative and the corresponding showing of interest to the Neutral Third Party, the County Commissioners of Charles County shall submit to the Neutral Third Party material evidence of fraud, mistake, coercion, intimidation or other irregularity, which evidence shall thereupon be examined by the Neutral Third Party who shall determine whether or not the County has met that burden. Should, after such examination (which may include an evidentiary hearing), the Neutral Third Party concurs with the County, a secret ballot election shall be conducted by the Neutral Third Party. If no challenge to the demand for recognition is filed by the County, the Neutral shall determine and certify whether the Union has demonstrated the support of the majority of the Bargaining Unit Employees.

(d) If the County requests a secret ballot election, the election shall be conducted by the Neutral Party. The parties shall attempt to agree on a date and time for the Election as well as all pertinent details such as posting of a notice of the Election, and in so doing the parties shall draw guidance from existing NLRB law and procedures; any issue or detail of the Election not agreed upon shall be resolved by the Neutral Third Party. The parties agree that they will have 72 hours to agree upon a date, time and other pertinent details and that the election will occur within 14 days after that agreement or after the Neutral Third Party resolves any disputes.

(e) No intervener or competing labor organization will be permitted in any Election conducted under this Statement without a showing of support documented by verified signatures from at least 30% of Bargaining Unit Employees for the intervening or competing organization within seven (7) days of the receipt of a copy of the written demand for recognition. The question(s) on the ballot for eligible Employees in the Bargaining Unit who remain employed as of the date of the Election shall be: "Do you wish to be represented for purposes of Collective Bargaining by the [insert name(s)] Union" followed by a choice of "Yes" or "No" for each participating employee organization (with an accompanying instruction to vote "yes" for only one).

(f) The Neutral Third Party shall preside over the Election at the polls and observers may be used as approved by the Neutral Third Party.

(g) The Neutral Third Party shall announce and certify the result of the Election, including a tally of ballots. The announcement of the Neutral Third Party, including a determination by the Neutral of any objections to conduct affecting the outcome of the election and/or determinative challenged ballots shall be final and binding on the Union and on Charles County, on any intervening or competing organization, and on all interested Employees.

(h) The employee organization that receives an affirmative ("yes") vote from 50% +1 of the members of the bargaining unit eligible to vote in the secret ballot election shall be certified as the exclusive representative by the Neutral Third Party.

9. If and when the Union or intervening or competing organization is certified by the Third Party Neutral as the collective bargaining representative for the Bargaining Unit, Charles

County shall immediately recognize the Union as such exclusive representative and will, upon request, “meet and confer” with the selected representative until such time as the parties commence the formal collective bargaining process in accordance with applicable state and local law.. The parties shall not commence formal collective bargaining until it is authorized by a public local law enacted by the Maryland General Assembly, and a local ordinance is enacted by the Board of County Commissioners authorizing collective bargaining (any such authorizing law is hereinafter referred to as “Enabling Legislation”). .

10. This Statement and all powers of the Neutral Third Party under it shall remain in full force and effect until Enabling Legislation takes effect. To that end, the Neutral Third Party shall have the authority to conduct hearings, receive evidence, make findings of fact and reach conclusions of law over any dispute that may arise between the parties, and to issue a final written award thereupon. Any final written award so issued shall be final and binding, and without resort to judicial review.

11. Immediately upon execution of this Statement, the parties shall mutually select a Neutral Third Party for all purposes of administering this Statement and determination of any and all disputes that may arise between the parties, including but not necessarily limited to, determination of the showing of interest, presiding over the secret ballot Election, conducting an examination of a showing of interest, conducting a voluntary card check and certification of majority status, and resolving through binding arbitration any dispute(s) over the interpretation or application of this Statement and any and all issues arising out of or related to this Statement. Absent agreement on a given individual, the Neutral Third Party shall be selected by alternate strikes from a list of seven arbitrators furnished to the parties by the Federal Mediation and Conciliation Service, each of whom shall be a member of the National Academy of Arbitrators. The selection shall be made within thirty days of the effective date of this Statement, and any subsequent or substituted Neutral shall be selected in the same manner within thirty days.

12. The Neutral Third Party shall determine the timely procedures to be followed for the resolution of disputes under this Statement. The Neutral Third Party shall also have the authority to order the non-compliant party to comply with this Statement. The parties hereto agree to comply with any order of the Neutral Third Party, which shall be final and binding. The fees and costs of the Neutral Third Party for any and all services rendered by the Neutral Third Party under this Statement shall be shared equally by the Union and Charles County.

13. Failure by any party to enforce any provision or breach of any provision shall not be construed as a waiver of that provision any other provision or any breach of that provision or of any other provision. The invalidity of any provision shall not affect the validity of the remaining provisions or of the Statement as a whole. Both parties participated in the drafting of this Statement.

14. This Statement shall take effect on [insert date] and it shall remain in full force and effect until it terminates pursuant to Paragraph 10, unless earlier terminated by written agreement of the Parties.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands.

For the Union:

For Charles County:

[Name]
On behalf of the Union
Signature/Date

Reuben B. Collins, II, President
Charles County Commissioners,
On behalf of Commissioners
Signature/Date